

on ignoring the fact that there might be an order in any given case, and sold without reference to it. If any question arose as to the right of the defendants to sell sheets with one who had bought a ledger-binder from the plaintiffs, the assurance was given that it was all right, and, if desired, a guarantee was given to protect the purchaser. It may be that primarily and chiefly this referred to the supposed liability under the patent law, but the expressions used were large enough to cover protection and indemnity as against the restriction in the purchase of loose sheets elsewhere than from the plaintiffs. The point, as it appears to me, is that some difficulty was apprehended as to the assertion of the plaintiffs' claims, and against these the defendants were willing to indemnify, taking all risks of what the claims might be. As to the orders for the binders taken by Trout and the other ex-agents of the plaintiffs, which the customer signed, they, and the defendant company, through them, are certainly affected with notice of the contract, though it may not have been specifically present to them, and the customers they dealt with cannot say they were not aware of the terms of the contract under which they obtained and used the binder. In a direct action against the customer, his ignorance of one of the terms, e.g., the restrictive clause, would be no defence against an action for damages for its breach. If the agent of the defendants, under the circumstances above detailed, knowing or being affected with the knowledge of this contract, assisted in its breach by solicitation of order for loose sheets, and thereby procured the sale of such sheets to the old customer of the plaintiffs, I take it he might be proceeded against for the wrong without joining the other actor in the transaction of sale and purchase. The objection for want of parties in that the persons who bought the loose sheets from the defendants, in violation of their contracts, are not before the Court, should not prevail. It is essential to the success of the plaintiffs that they should prove as a basis an existing contract with a customer of the plaintiffs, as to the purchase of sheets subsequently needed, which has been broken, and that such a breach has been aided or procured or induced by the intervention of the defendants, knowing or believing or having reason to know and believe that such a contract existed.

It is proved as to the Independent Cordage Co. that Trout, when in the employ of the plaintiffs, sold a binder